

**Exhibit A to the Declaration of Dr. Jeffrey D. Case In Support of Plaintiffs’
Evidentiary Supplement Pursuant to Docket 147**

Unredacted Copy



130 Holger Way, San Jose, CA 95134
Tel: 408-333-8000
www.brocade.com

September 13, 2017

SNMP Research International, Inc.
3001 Kimberlin Heights Road
Knoxville, TN, USA 37920-9716

Re: Consent to Assignment of the agreement(s) listed on the attached Exhibit A (each an "Agreement") between Brocade Communications Systems, Inc. ("Brocade") and/or Brocade's affiliates (each, a "Brocade Party") and **SNMP Research International, Inc. and/or its affiliates.**

To Whom It May Concern:

Brocade is excited to announce that Extreme Networks, Inc. ("Extreme"), LSI Corporation, an affiliate of Broadcom Limited ("Broadcom"), and, solely for the purposes set forth therein, Broadcom Corporation, entered into an agreement, dated as of March 29, 2017, whereby Extreme or one of its affiliates (each, an "Extreme Party") will acquire the business as carried on and conducted by the "Data Center" division of Brocade, including its subsidiaries, (collectively, the "Business"), that consists solely of the design, engineering, manufacturing, use, marketing, sale, development, licensing and distribution of certain Data Center products and product lines (hereafter, "Data Center Products"), which products are set forth in Exhibit B (such transaction, the "Transaction").

In accordance with the Transaction, to the extent your consent is required to assign the agreements described below, including without limitation those listed on Exhibit A (collectively, "Agreement(s)") we hereby request your consent to the following assignments:

1. To the extent that any of your Agreement(s) with one or more of the Brocade Parties relate solely to the Business and to no other Brocade businesses, such Brocade Parties hereby assign in full all of their rights, duties and obligations under such Agreement(s) to Extreme.
2. To the extent that any of your Agreement(s) with one or more Brocade Parties relate to the Business, and also to a business or businesses being acquired and retained by Broadcom, the Brocade Parties hereby assign in part their rights, duties and obligations to Extreme by splitting such Agreement(s) between you and such Brocade Parties into Extreme Agreement(s) and Brocade Agreement(s) and assigning the Extreme Agreement(s) to Extreme (these assigned Extreme Agreements, together with the Agreements assigned to Extreme in Section 1, above, collectively the "Extreme Agreements"). The term "Brocade Agreements" as used in this letter means any agreements that will be retained by Brocade. All rights, duties and obligations under the Agreement(s) described in this section pertaining to Extreme or the Business (the "Extreme Rights") would be absolutely and completely assigned to Extreme, and the applicable Brocade Parties would retain all of the rights, duties and obligations under such Agreement(s) not pertaining to Extreme or the Business. For the avoidance of doubt, as of the split and

assignment of these Agreements, each of Extreme and the applicable Brocade Parties would have their own complete separate agreement(s) with you with all the terms and conditions from such Agreement(s) applicable to their respective businesses. Further, Extreme agrees to assume all of the rights, duties and obligations required under such Agreement(s) pertaining to the Extreme Rights and accruing or relating to periods of time on and after the close of the Transaction and Brocade Parties will have no further obligations under these Agreements for the Extreme and the Business on and after the close of the Transaction. The Brocade Parties will retain all rights, duties and obligations under such Agreement(s) accruing or relating to periods of time before the closing of the Transaction and for all such Agreements not related to the Business after the closing of the Transaction; provided, however that to the extent such Agreements relate to other Brocade assets acquired and retained by Broadcom, those Agreements may be subject to further assignment to entities acquiring other Brocade assets.

Please counter-sign this letter and return an executed pdf copy to the attention of Jennifer Sipes at jsipes@extremenetworks.com and Larry Fitterer at lfittere@brocade.com.

Please return this executed letter as soon as possible and preferably prior to September 21, 2017

This Consent to Assignment is contingent upon and shall not be effective until the closing of the Transaction. The Transaction cannot close until Broadcom closes its acquisition of Brocade, previously announced on November 2, 2016, and approved by Brocade shareholders on January 26, 2017. Broadcom presently expects to close its acquisition of Brocade in its fourth fiscal quarter, which ends on October 29, 2017, and expects the Transaction to close shortly thereafter.

In the event that the Transaction is not consummated, this letter and your consent to the Assignment shall be null and void and shall have no force or effect, and the Agreement(s) shall continue in full force and effect unmodified.

All parties to this letter agreement agree that a signed facsimile or scanned pdf copy is equivalent to an original signed copy.

In the event that this letter agreement is deemed under applicable law to effect a change in the rights granted under an Agreement, this letter agreement will be considered a properly executed amendment to such Agreement. In addition, your signature below indicates that, notwithstanding anything to the contrary in an Agreement (including any provisions related to breach and/or events of default), this letter agreement satisfies any provisions in such Agreement or other obligation by which a Brocade Party or Extreme Party must give notice and/or obtain consent to assign the Agreement(s) as contemplated herein.

Broadcom and Extreme intend to issue a press release once the Transaction has closed. By executing this letter agreement, you agree that such press release shall constitute notice of the effectiveness of the Assignment. A notice address where you can send future correspondence relating to the Agreement(s) or the Transaction is located below. Until the Transaction has closed, it will be business as usual between you and Brocade.

Notices to Extreme:

Extreme Networks, Inc.
6480 Via del Oro
San Jose, CA 95119-1208
Attn: Jennifer Sipes

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Notices to Broadcom:

Broadcom Limited
1320 Ridder Park Drive
San Jose, CA 95131 USA
Attn: Legal Department


Please call Larry Fitterer with Brocade at (408) 333.6123, or Jennifer Sipes with Extreme at (408)579-3355, if you have any questions.

Sincerely,

BROCADE COMMUNICATIONS SYSTEMS, INC.,
on behalf of itself and its affiliates

By: 
Name: Gale England
Title: SVP and Chief Operating Officer

EXTREME NETWORKS, INC.
on behalf of itself and each applicable Extreme
Party

By: 
Name: Katy Motiey
Title: EVP, Chief Administrative Officer –
HR, General Counsel & Corp Secretary

ACKNOWLEDGED AND AGREED:

Signature

Print Name

Title

Date

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EXHIBIT A

License Agreement, by and between SNMP Research International, Incorporated and Brocade Communications Systems, Inc., dated as of March 10, 2001, as amended December 8, 2004, October 4, 2006, April 30, 2010, June 29, 2015, June 30, 2015.

EXHIBIT B

This assignment pertains to, and is limited to, whichever one(s) of the following Data Center products and product lines to which the Agreement(s) currently pertain at Brocade:

Brocade Flow Optimizer

- Brocade Flow Optimizer

Brocade Workflow Composer and Automation Suites (Formerly StackStorm)

- Brocade Workflow Composer
- Brocade Automation Suites

Network Visibility and Analytics (Formerly VistaPointe)

- Brocade Visibility Manager
- Brocade Packet Broker
- Brocade Virtual Packet Broker
- Brocade Session Director
- Brocade NVA Virtual TAP (vTAP)

Brocade Switching and Routing Products

- Brocade 6910
- Brocade CER Series
- Brocade CES Series
- Brocade MLXe Series
- Brocade VDX 8770 Series
- Brocade VDX 6710 Series
- Brocade VDX 6720 Series
- Brocade VDX 6730 Series
- Brocade VDX 6740 Series
- Brocade VDX 6940 Series

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- Brocade SLX 9850 Series
- Brocade SLX 9540 Series
- Brocade SLX 9140 Series
- Brocade SLX 9240 Series

VDX Blades for OEMs:

- Brocade VDX 2730
- Brocade VDX 2740
- Brocade VDX 2741
- Brocade VDX 2746
- Brocade SLX 6746
- Brocade Transceiver Modules
- All current power cords, console cables, chassis accessories and rackmount options for SRA platforms

Additional Products

- RX Series
- MLX Series chassis and Gen1 blades (predecessor to the MLXe)
- XMR Series
- All Serviceable Power Cord, Console Cables, Chassis Accessories and Rackmount Options for above SRA platforms
- Optics and cables: Any optics/cables that were supported on the SRA products, but which are now serviceable

Address for contacting Extreme Networks, Inc.:
Extreme Networks, Inc.
6480 Via del Oro
San Jose, CA
95119-1208
Attn: Jennifer Sipes